

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

CONCERNING

SYMPHONY STATION

THIS AGREEMENT made and entered into as of this day of
 , 1978, by and between BOSTON REDEVELOPMENT
AUTHORITY, a public body, politic and corporate, organized under the
provisions of Chapter 121B of the Massachusetts General Laws (Ter.
Ed.), as amended, (hereinafter called "BRA"), and MASSACHUSETTS
BAY TRANSPORTATION AUTHORITY, a public body, politic and cor-
porate, organized under the provisions of Chapter 161A of the
Massachusetts General Laws (Ter. Ed.), as amended (hereinafter called
"MBTA").

WITNESSETH THAT:

WHEREAS, the BRA has undertaken surveys and plans, and has prepared an urban renewal plan for an area in the City of Boston known as the FENWAY URBAN RENEWAL PROJECT (hereinafter called, respectively, "the Project Area" and "the Project"); and

WHEREAS, the BRA is presently engaged in certain activities in connection with carrying out the Project, including the acquisition of real property, relocation of occupants of acquired property, demolition and site clearance; and

WHEREAS, such surveys, plans and activities and the further execution of the Project have been and will be carried out with financial assistance from the Department of Housing and Urban Development of the Federal Government (hereinafter called the "Department") under Title I of the Housing Acts of 1949, as amended; and

WHEREAS, as part of said Project certain streets and sidewalks are being improved and being reconstructed; and

WHEREAS, two such areas of improvement are portions of Parcels 5 and 9 in said Urban Renewal Area located on the southeasterly and southwesterly corner of Huntington Avenue and Massachusetts Avenue, said areas being known as Symphony Plaza East and Symphony Plaza West; and

WHEREAS, the BRA has previously entered into a contract with D. Cicconi, Inc. (Contract 16-B) for the construction of said Plazas, which contract as part of Alternate 3, Addendum No. 2 provides for the first stage of construction of kiosks as new entrances to the MBTA Symphony Station, more specifically the work to be done under the aforesaid contract includes:

1. All necessary excavation and backfill required to furnish and install the various items for work to within six (6) feet of the existing subway passageway walls; including control of ground water, sheeting, shoring and bracing as required. Backfill and fill materials shall be as specified or indicated on the drawings for both East and West Plazas.
2. Furnishing and installing the required piles and pile caps.
3. Reinforced and non-reinforced concrete work which shall consist of non-reinforced concrete levelling slabs (horizontal

and inclined), reinforced concrete slabs (horizontal and inclined), reinforced concrete walls to the heights indicated, reinforced concrete tie beams, reinforced concrete pile caps, reinforced concrete struts, keyways, dowels, and water stops as shown or specified.

4. Waterproofing and dampproofing which is to be compatible with the MBTA's waterproofing and approved by the MBTA will be continuous up the new walls of the subway entrance, forming a continuous membrane around the new tunnel slab and walls; and

WHEREAS, there is additional work required to be done to complete the construction of the kiosk entrances not previously defined in the said BRA Contract 16-B; and

WHEREAS, it is the desire of the parties hereto to complete said work so that the existing entrances from the existing sidewalks will be removed and the new kiosks will become the entrances to Symphony Station from the new Plazas.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and One (\$1.00) Dollar each to the other paid receipt whereof is hereby acknowledged, it is agreed between the parties hereto as follows:

ARTICLE I

Scope of Work

1-1. This Agreement shall supersede any and all prior written agreements between the parties for work at Symphony Plazas East and West only and in any instance where there is an inconsistency between this and prior agreements this Agreement shall control.

1-2. The scope of additional work required to complete the con-

struction of the entrances and connection to the existing kiosk and stairways includes all remaining work to remove the existing kiosks and stairs and to complete the kiosk entrances not previously defined by existing plans and specifications under Alternate 3, Addendum No. 2 as described above. The remaining work includes completion of plans, contract documents and contract agreements necessary to complete the kiosk entrances as shown on preliminary plans A-1 through A-4, ME-1 & 2 and S-1 through S-3 (Job 390-B) as prepared by Paul Chen, Architect, in association with Arch Plan, Inc. More specifically, the additional work includes the following:

- A. All necessary demolition, cutting and patching, excavation, sheeting, shoring and backfill required to connect existing subway passageway to the subway entrance work now under contract by the BRA, as specified above.
- B. Reinforced and non-reinforced concrete work consisting of non-reinforced concrete levelling slabs, reinforced concrete floor slabs, reinforced concrete walls, reinforced concrete roof slab, and reinforced concrete stairs and landings as required.
- C. Reglets and cap flashing to be provided at the walls above the subway entrance.
- D. Three-ply waterproofing membrane and dampproofing to be compatible with and approved by the MBTA and tied into the existing system at the MBTA passageway walls and continuous around the new subway entrance connection and tied in with the waterproofing and dampproofing described above.

One (1") inch protection board shall be placed at all locations between the waterproofing, dampproofing and backfill material.

E. Ceramic tile walls on setting bed.

F. All required drain piping and connection to the existing MBTA drain system including installation of floor drains which will be furnished by the BRA contractor.

G. Electrical conduit, wiring, lighting fixtures and outdoor signing.

H. Painting as required, i.e., handrail and brackets, steel gates, etc.

I. Restoration of paved surfaces.

1-3. The connection of new electrical systems, both A.C. and D.C., to existing MBTA systems or modifications of electrical system hereunder shall be done by the BRA contractor. .

1-4. Contracts, construction and construction/inspection of the aforesaid work shall be administered by the BRA as an adjunct to the construction and construction/inspection of Contract 16-B. Daily reports of the resident inspector shall be filed with the MBTA Project Manager for Station Modernization on a weekly basis.

1-5. All plans, specifications, estimates, change orders, tests, bid documents, etc., prepared by the BRA in accordance with Paragraph 3 above shall be subject to review and approval by the MBTA at the request of the MBTA Project Manager for Station Modernization.

1-6. The MBTA shall have the right to inspect and approve construction in progress.

ARTICLE II

Division of Expense

2-1. The MBTA shall pay to and reimburse the BRA for all expenses incurred in connection with the work done under the provisions of Article I hereof. Requests for payment by any contractor or subcontractor for such work shall be accounted for separately from any other work for or by the BRA and such requests for payment shall be approved by the MBTA prior to payment being made to the contractor.

2-2. This Agreement is based upon a preliminary estimate (maximum compensation) of costs to the MBTA for the work to be done under the provisions of Article I above to a sum not to exceed Ninety-One Thousand Seven Hundred and Fifty (\$91,750) Dollars. In the event that negotiations or bidding for said work increase the said amount, this Agreement shall be so amended in writing by both parties hereto.

2-3. The BRA shall be the contracting party with all contractors employed to do the work called for hereunder and shall be promptly reimbursed as called for herein.

ARTICLE III

Miscellaneous

3-1. Upon completion of the work called for hereunder or sooner, the BRA shall deed to the MBTA a legal title or easements in and to the areas involving the said kiosks and accessways thereto. Said deed shall contain ownership boundaries, the new construction and the definition of maintenance responsibility.

3-2. The parties acknowledge that Federal funds will be used to fund this Agreement subject to the prior approval and concurrence of the Urban Mass Transportation Administration (UMTA), U.S. Department of Transportation.

3-3. The parties to this Agreement shall permit the authorized representatives of the MBTA, the U.S. Department of Transportation (UMTA) and the Comptroller General of the United States to inspect and audit all data and records of the parties relating to their performance under this Agreement.

3-4. The MBTA, UMTA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the BRA which are directly pertinent to this Agreement for the purpose of making audit, examination excerpts, and transcriptions.

3-5. In connection with the execution of this Agreement, the BRA shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The BRA shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates or pay, or other forms of compensation; and selection for training, including apprenticeship.

3-6. In connection with the performance of this Agreement, the BRA will make certain minority business enterprises have the

maximum practical opportunity to compete for further contract work made pursuant to this Agreement, and will cooperate with the MBTA in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises.

3-7. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

3-8. No member, officer, or employee of the MBTA or BRA during his tenure or for one year thereafter shall have any interest, direct or indirect in this Agreement or any proceeds thereof.

3-9. The term of this Agreement shall commence on the date first above written and terminate twenty-four (24) months thereafter.

3-10. The BRA releases the MBTA from any and all liabilities and claims resulting directly or indirectly from the performance of this Contract 16-B.

By mutual agreement between the parties, the duration of this Agreement may be extended by Supplement thereto. Either party hereto may on thirty (30) days prior notice to the other terminate this Agreement.

IN WITNESS WHEREOF the parties hereto set their hands and seals hereto on the date first above written.

Attest:

BOSTON REDEVELOPMENT AUTHORITY

By _____

Director

Attest:

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

By _____

Approved as to Form:

Chief General Counsel

MEMORANDUM

JULY 27, 1978

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: KANE SIMONIAN, SECRETARY

SUBJECT: FENWAY PROJECT AREA, MASS. R-115
COOPERATION AGREEMENT BETWEEN THE AUTHORITY
AND M.B.T.A. FOR THE CONSTRUCTION OF NEW
ENTRANCES FROM SYMPHONY PLAZA EAST AND
SYMPHONY PLAZA WEST

On November 7, 1977, contract 16-B was entered into between the Authority and D. Cicconi, Inc., for the construction of Symphony Plaza East and Symphony Plaza West on a portion of Parcels 5 and 9 in the Fenway Urban Renewal Area. Part of that contract (Alternate 3, Addendum No. 2) provides for the first stages of construction of kiosks as new entrances to the M.B.T.A. Symphony Station.

Since the start of construction of the plazas, extensive discussions have been held between the M.B.T.A. and the Authority towards completing the work necessary to convert the kiosks into new entrances. The M.B.T.A. has, subject to approval of its Board and the approval of the Boston Redevelopment Authority, agreed to enter into a Cooperation Agreement with us concerning this work.

Briefly the proposed Cooperation Agreement calls for the Authority to complete the plans for the new entrances, and to supervise and complete the necessary construction subject to M.B.T.A. approval. The M.B.T.A. in turn agrees to pay the cost of said plans and construction. A copy of the proposed Cooperation Agreement is attached.

It is therefore recommended that the Authority enter into a Cooperation Agreement with the M.B.T.A. concerning the completion of the subway entrances at Symphony Plaza East and Symphony Plaza West.

An appropriate vote follows.

VOTED: That the Authority enter into a Cooperation Agreement with the M.B.T.A. for the construction of the subway entrances at Symphony Plaza East and Symphony Plaza West substantially in the form attached hereto and the Director is hereby authorized to execute said agreement on behalf of the Authority.

